

CITRUS ADVISORS PRIVATE LIMITED

Terms of Use and Website Disclaimer

Effective Date: April 2026 | Last Updated: April 2026

SEBI Registered Portfolio Manager: INP000008206 | SEBI Registered Investment Adviser (Non-Individual): INA000016348

❑ IMPORTANT — MANDATORY RISK DISCLOSURE (SEBI REQUIREMENT)

Investments in securities markets are subject to market risks. Please read all scheme-related documents carefully before investing. Past performance is not indicative of future returns. Portfolio Management Services (PMS) are available only to eligible investors with a minimum investment of ₹50,00,000 (Rupees Fifty Lakhs) as mandated by SEBI.

This website does not constitute an offer, solicitation, or recommendation to buy or sell any securities or to avail of any financial product or service. Please consult a qualified financial adviser before making any investment decisions.

Please read these Terms of Use and Disclaimer ('Terms') carefully before accessing or using this website ('Website'). By accessing the Website, you confirm that you have read, understood, and agree to be bound by these Terms, our Privacy Policy (available at www.citrusadvisors.com/privacy-policy), and all applicable laws and regulations. If you do not agree to these Terms, please do not use this Website.

These Terms are governed by the Information Technology Act, 2000, the SEBI (Portfolio Managers) Regulations, 2020, the SEBI (Investment Advisers) Regulations, 2013, the Digital Personal Data Protection Act, 2023, the Consumer Protection Act, 2019, and all other applicable laws of India.

1. About the Operator

This Website is operated by Citrus Advisors Private Limited ('Citrus Advisors', 'we', 'us', 'our'), a company incorporated under the Companies Act, 2013, with its registered office at: 1020, Chandak Unicorn, Dattaji Salve Marg, off Veera Desai Road, Andheri West, Mumbai – 400053, Maharashtra, India.

Citrus Advisors is registered with SEBI as:

- Portfolio Manager — Registration No. INP000008206 under the SEBI (Portfolio Managers) Regulations, 2020
- Investment Adviser (Non-Individual) — Registration No. INA000016348 under the SEBI (Investment Advisers) Regulations, 2013

SEBI registration does not guarantee performance of the services offered or provide any assurance of returns to investors. You may verify our registration status on the SEBI website at <https://www.sebi.gov.in> or at <https://investor.sebi.gov.in>.

2. Definitions

For the purposes of these Terms, the following definitions apply:

- 'Website' means the website accessible at www.citrusadvisors.com, including all pages, subdomains, and content thereon.
- 'User' or 'Viewer' means any person who accesses or browses the Website, including prospective clients, existing clients, distributors, and general visitors.
- 'Client' means any person who has entered into a Portfolio Management Agreement or an Investment Advisory Agreement with Citrus Advisors pursuant to applicable SEBI regulations.
- 'Content' means all text, data, graphics, images, audio, video, research, market commentary, and other materials published on the Website.
- 'Services' means the Portfolio Management Services and Investment Advisory Services offered by Citrus Advisors to eligible clients, subject to applicable SEBI regulations and a minimum investment of ₹50,00,000.

3. Nature of Information on This Website

The Content on this Website is provided for general informational and educational purposes only. It is not intended to constitute, and shall not be construed as:

- A solicitation, offer, or invitation to subscribe to, purchase, or sell any securities, mutual funds, or financial products
- Personalised investment advice or a recommendation tailored to any individual's financial situation, objectives, or risk appetite
- A guarantee of any particular return on investment or assurance of future performance
- Legal, tax, accounting, or regulatory advice of any kind

Users must exercise independent judgment, verify all information relied upon, and seek qualified professional financial, legal, and tax advice before making any investment decision. All investments are subject to market risks.

Any views or opinions expressed on this Website — including market commentary, research insights, or sector analyses — represent the views of Citrus Advisors at the time of publication and are subject to change without notice. Such views are based on information believed to be reliable but are not guaranteed to be accurate, complete, or current.

4. Eligibility for Services

Portfolio Management Services offered by Citrus Advisors are available exclusively to investors who satisfy the eligibility criteria prescribed by SEBI under the SEBI (Portfolio Managers) Regulations, 2020, including a minimum portfolio value of ₹50,00,000 (Rupees Fifty Lakhs). Accessing or browsing this Website does not constitute an offer of Services to any person who does not meet these criteria.

The Services are intended for persons resident in India. Non-resident Indians (NRIs) and foreign nationals should seek independent legal and regulatory advice before accessing any services, as additional restrictions may apply.

5. Disclaimer of Warranties

All Content on this Website is provided on an 'as is' and 'as available' basis. While Citrus Advisors takes reasonable care to ensure the accuracy and timeliness of information published on the Website, we make no warranty, express or implied, including but not limited to:

- Warranties of merchantability, fitness for a particular purpose, or non-infringement
- Warranties that the Website will be uninterrupted, error-free, or free from viruses or harmful components
- Warranties as to the accuracy, completeness, reliability, or timeliness of any Content

Users rely on the Content of this Website entirely at their own risk. Citrus Advisors shall not be liable for any loss or damage arising from the use of, or reliance on, the Content, except to the extent such liability cannot be excluded or limited under applicable Indian law, including the Consumer Protection Act, 2019 and SEBI regulations.

Nothing in these Terms shall be construed to exclude or limit any liability that Citrus Advisors may have under SEBI regulations as a registered Portfolio Manager and Investment Adviser, including its fiduciary duties towards its Clients.

6. Data Protection and Privacy

Citrus Advisors is committed to protecting the personal data of all Users in accordance with the Digital Personal Data Protection Act, 2023 (DPDP Act), the DPDP Rules, 2025, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, and applicable SEBI regulations including the Cybersecurity and Cyber Resilience Framework (CSCRF) issued vide SEBI Circular No. SEBI/HO/ITD-1/ITD_CSC_EXT/P/CIR/2024/113.

The collection, use, storage, and processing of your personal data by Citrus Advisors is governed by our Privacy Policy, which forms an integral part of these Terms and is available at www.citrusadvisors.com/privacy-policy. Please read the Privacy Policy carefully before submitting any personal information through this Website.

While Citrus Advisors implements reasonable technical and organisational security measures to safeguard User data, no method of data transmission over the internet is completely secure. In the event of a personal data breach, Citrus Advisors will fulfil its obligations under the DPDP Act, 2023, including prompt notification to the Data Protection Board of India and affected individuals as required by law.

Users retain all rights conferred upon them as Data Principals under the DPDP Act, 2023, including the right to access, correct, and seek erasure of their personal data, the right to withdraw consent, and the right to grievance redressal. These rights cannot be waived by contract. To exercise these rights, please contact us at support@citrusadvisors.com.

7. Investor Grievance Redressal

Citrus Advisors is committed to addressing investor grievances promptly and transparently, in accordance with SEBI's Master Circular for Portfolio Managers (latest version dated July 16, 2025).

7.1 Internal Grievance Mechanism

Investors and Users may submit complaints or grievances directly to us at:

- Email: support@citrusadvisors.com
- Address: Grievance Officer, Citrus Advisors Private Limited, 1020, Chandak Unicorn, Dattaji Salve Marg, off Veera Desai Road, Andheri West, Mumbai – 400053

We will acknowledge your complaint within 48 hours and endeavour to resolve it within 30 days of receipt.

7.2 SEBI SCORES — Escalation to SEBI

If your complaint is not resolved to your satisfaction within 30 days, or if you wish to escalate directly to SEBI, you may file a complaint through SEBI's Complaints Redress System (SCORES):

- SCORES Website: <https://scores.sebi.gov.in>
- SCORES Mobile App: Available on Android and iOS
- SEBI Helpline: 1800 22 7575 / 1800 266 7575 (toll-free)

As mandated by SEBI, we publicly disclose monthly data on all investor complaints received (including SCORES complaints) on our website by the 7th of each succeeding month. This data is available on the Investor Complaints section of our website.

7.3 Investor Charter

In accordance with SEBI's Master Circular for Portfolio Managers, Citrus Advisors has published an Investor Charter on this Website. The Investor Charter sets out, in plain language, the services we provide, estimated timelines for key activities, the grievance redressal mechanism, and investor responsibilities. We encourage all visitors and clients to read the Investor Charter, available at www.citrusadvisors.com/investor-charter.

8. Third-Party Links

This Website may contain hyperlinks to external websites operated by third parties. These links are provided solely for the convenience of Users. Citrus Advisors does not monitor, control, or endorse such external websites and is not responsible for their content, accuracy, privacy practices, or compliance with applicable laws. Accessing any linked website is at the User's sole risk and is subject to the terms and privacy policy of that website.

The inclusion of any hyperlink on this Website does not constitute an endorsement, recommendation, or approval of the linked website or its operator by Citrus Advisors.

9. Intellectual Property Rights

All Content on this Website — including but not limited to text, research, market commentary, graphics, logos, icons, images, layout, and design — is the intellectual property of Citrus Advisors Private Limited or is used with the express permission of the respective rights holders, and is protected under the Copyright Act, 1957, the Trade Marks Act, 1999, and other applicable intellectual property laws of India. ALL RIGHTS RESERVED.

Users are granted a limited, non-exclusive, non-transferable, revocable licence to access and view the Content solely for their personal, non-commercial informational purposes. Users are strictly prohibited from:

- Reproducing, copying, downloading, distributing, transmitting, or publishing any Content without the prior written consent of Citrus Advisors
 - Modifying, adapting, translating, or creating derivative works from any Content
 - Using any Content for commercial purposes or in any manner that competes with or harms the business of Citrus Advisors
 - Removing any copyright, trademark, or proprietary notices from any Content
-

10. Amendments to These Terms

Citrus Advisors reserves the right to amend, modify, or update these Terms at any time to reflect changes in our business practices, applicable law, or regulatory requirements. In the event of any material change to these Terms, we will:

- Update the 'Last Updated' date at the top of this document
- Publish the revised Terms on this Website
- Where practicable, notify registered users and existing clients of material changes by email at least 7 days prior to the changes taking effect

Your continued use of the Website after any amended Terms are posted constitutes your acceptance of those revised Terms. We encourage you to review these Terms periodically. If you do not agree to any amendment, you should discontinue use of this Website.

11. Prohibited Use

Users must not use this Website in any manner that:

- Violates any applicable law, regulation, or SEBI guideline
 - Infringes the intellectual property rights of Citrus Advisors or any third party
 - Is fraudulent, deceptive, or misleading
 - Involves transmitting unsolicited commercial communications (spam)
 - Involves attempting to gain unauthorised access to any part of the Website, its servers, or connected systems (which may constitute an offence under Section 43 and Section 66 of the Information Technology Act, 2000)
 - Interferes with or disrupts the operation of the Website or the experience of other users
-

12. No Privity of Contract

Access to or use of this Website does not create a client-adviser, portfolio manager-client, or any other professional relationship between the User and Citrus Advisors. A formal client relationship is established only upon execution of a written Portfolio Management Agreement or Investment Advisory Agreement and completion of the KYC process as required under applicable SEBI regulations. Nothing in these Terms shall be construed to create a privity of contract between a User and Citrus Advisors solely by virtue of Website access.

13. Waiver

The failure of Citrus Advisors to enforce any provision of these Terms on any occasion shall not be construed as a waiver of that provision or of the right to enforce it in the future. No waiver by Citrus Advisors of any breach of these Terms shall be deemed a waiver of any subsequent breach.

14. Severability

If any provision of these Terms is held to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, that provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, or if not capable of such modification, it shall be severed from these Terms. All remaining provisions shall continue in full force and effect.

15. Governing Law and Jurisdiction

These Terms, and any dispute or claim arising out of or in connection with them (including non-contractual disputes), are governed by and construed in accordance with the laws of India. The courts of Mumbai, Maharashtra shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to use of this Website or these Terms, subject to the mandatory jurisdiction of SEBI and its designated dispute resolution mechanisms under applicable securities law.

Notwithstanding the above, Citrus Advisors reserves the right to seek injunctive or other equitable relief in any court of competent jurisdiction where an infringement of intellectual property rights or a breach of these Terms is taking place or is threatened.

16. Entire Agreement

These Terms, together with the Privacy Policy and the Investor Charter published on this Website, constitute the entire agreement between Users and Citrus Advisors with respect to the use of this Website, and supersede all prior understandings, representations, or agreements relating thereto. In the event of any conflict between these Terms and the Privacy Policy with respect to data protection matters, the Privacy Policy shall prevail.

17. Contact Information

For any questions, concerns, or clarifications regarding these Terms, please contact:

Citrus Advisors Private Limited

1020, Chandak Unicorn, Dattaji Salve Marg, off Veera Desai Road, Andheri West, Mumbai – 400053

Email: support@citrusadvisors.com

Website: www.citrusadvisors.com

USER DECLARATION

By accessing this Website, I confirm that:

1. I have carefully read and understood these Terms of Use and Disclaimer, the Privacy Policy, and the Investor Charter of Citrus Advisors Private Limited.
2. I agree to be bound by these Terms and all applicable laws of India.
3. I understand that this Website does not constitute an offer of investment services and that Portfolio Management Services are available only to eligible investors with a minimum investment of ₹50,00,000.
4. I understand that investments in securities markets are subject to market risks and that past performance is not indicative of future returns.
5. I am accessing this Website voluntarily for informational purposes and will seek independent professional advice before making any investment decision.
6. I acknowledge that my statutory rights under applicable Indian law, including under the SEBI regulations and the Digital Personal Data Protection Act, 2023, are not affected by these Terms.

*This document is a template and should be reviewed and approved by qualified legal counsel before publication.
Citrus Advisors Private Limited | SEBI Registered Portfolio Manager — INP000008206 | SEBI Registered
Investment Adviser (Non-Individual) — INA000016348*